7

MIMANSA AXIOMS OF INTERPRETATION

MIMANSA AXIOMS OF INTERPRETATION

7.1 The *Sarthakya* Axiom (rule against redundancy)

The *Mimansa* system has certain elementary principles of axioms of interpretation.[1] The first one is the *Sarthakya* axiom. According to this axiom, every word and sentence must have some meaning and purpose.

The fault of assuming meaninglessness for a part of a sentence or for a word, is called *Anarthakyadosha.*

7.2 The *Laghava* axiom

According to the *Laghava* axiom of *Mimansa*, where one rule or proposition would suffice, more must not be assumed. The opposite of this, is the fault of *Gaurava* (useless multiplicity). Burdensome construction is to be avoided. The *Holaka* maxim is an illustration.

7.3 *The Arthaikatva axiom (rule against double meaning)*

To a word or sentence occurring at one place, a double meaning should not be attached.

This is the *Arthaikatva* axiom.

(a) In relation to words, there is the pithy saying - " A word once uttered can have only one meaning". Thus, "mother" means a natural mother and cannot include a step-mother.

(b) In relation to sentences, the maxim is illustrated by the sentence *udbhida yajeta* (perform the ceremony by a vegetable). Here, the sentence having the word *Udbhida* should not be construed as indicating (i) the name of the ceremony and also (ii) the use of the vegetable. The sentence is to be taken as confined to the former.

7.4 *The Gunapradhana axiom (subordination of ideas).*

According to this maxim, if a word or sentence which, on the face of it, purports to express a subordinate idea, clashes with the principal idea, the former must be either adjusted to the latter or altogether disregarded. Thus, superiority of the principal idea is to be honoured. Popularly it is called the maxim of the great fish eating up the small fish. (Compare the paramountcy of absolute gift over a restraint). Jaimini III, iii.9 puts it thus — "When a *Guna smriti* (auxiliary clause) clashes with a *Mukhya smriti* (mandatory clause), the latter is to prevail as *Veda.*" The word used for "clash" in Jaimini is *Vyatikrama.* Thus, *Utpatti Vidhi* prevails over *Viniyoga Vidhi.*

---

1. Sarkar, page 78.

7.5 The *Samanjasya* maxim (rule against assuming contradiction)

According to the *Samanjasya* maxim, contradiction between words and sentences is not to be presumed, where it is possible to reconcile them. For example, the text "one should not speak falsehood" न अनृतम् वदेत् does not conflict with the text "The tongue is disposed towards falsehood" अनृत वाहिनी वाक् Both embody a prohibition.

The same approach is adopted, in substance, when the subordinate conflicting text is taken as an *Arthavada*. Thus, as per Jaimini,[1] अपूर्वे अर्थवादःस्यात् "In a case of conflict, with (what is) an *Apurva Vidhi*, (the conflicting text should be taken as) an *Arthavada*".

It may be recalled[2] that an *Arthavada* is a text that is not obligatory, but merely illustrates or gives the reason for, or is a kind of preamble to, a *Vidhi* (positive command). Substantially similar result is achieved, by construing the apparently conflicting text as directory, rather than as mandatory. Thus, as per Jaimini,[3] a vow not to look at the rising sun, is merely a *Purusha Dharma* (moral prohibition) and not a *Pratishedha* (mandatory prohibition).

7.6 The *Vikalpa* axiom (option between conflicting texts)

According to the *Vikalpa* axiom, where there is a real contradiction between two texts (of the *Vedas*),either of the two texts may be adopted at option. The modern rule, that the later text overrides the earlier one, is not found in the *Mimansa* system. In the *Mimansa* system,[4] when, against a positive text *(Vidhi)*, there is a prohibition *(Pratishedha)* and the two cannot be reconciled, then both lose their (exclusive) obligatory character and there arises an option *(Vikalpa)* to follow either of them. This is a very subtle method of managing a conflict. Contradiction yields place to option. Instead of neither mandate being followed, either mandate is permitted to be adopted.

At this stage, Jaimini, VI.ii, Adhi 5, relating to *Kalanjanyaya*. कलंजन्याय must be adverted to.[5] According to this maxim, where a prohibition is against an act which is spiritually and morally wrong, then any text apparently permitting that act is to be disregarded. The *Kalanja* maxim is so called, because the illustrative situation giving rise to it is the situation of a prohibition against eating *Kalanja* (fermented food) न कलंजम् भक्षयेत् "do not eat *Kalanja*". This is to be taken as an absolute prohibition; and nothing can be construed as a substitute for it, or as negating it or modifying it. As Jaimini[6] puts it - "If the thing is prohibited, it cannot be replaced (literally, "represented") by another". So strictly is the prohibition construed, that if the prohibited substance is transformed into another substance, then the latter is also prohibited.

1. Jaimini, X.viii, 5.
2. Cf Sarkar, pages 37, 172, 332 and Jaimini, I.ii, 7 and 25 Adhi 2,3.
3. Jaimini, IV.i, Adhi 3.
4. Cf. Sarkar, page 55.
5. Cf. Sarkar, pages 98, 317-322.
6. Jaimini, VI.iii, Adhi 6.

7.7 The *Sarthakya* maxim and modern law (rule against redundancy)

The Sarthakya maxim (every word must have some meaning or purpose) has an exact parallel in modern rules of interpretation. Every word in a statute has to be given a meaning. Thus, section 14(1), Law of Property Act, 1925, provides that the benefit of every covenant in a lease to be performed by the lessee "shall be annexed to and incident to and shall go with the reversionary interest in the land". As the section uses two expressions - (i) "shall be annexed" and (ii) "shall go with" - it was held that the latter expression must also be given some meaning. On this basis, it was held that the right of enforcing the covenant passed to the assignee and the assignor's right to enforce the covenant was extinguished.[1]

On the same principle (of giving meaning to every part of an enactment), it has been held that the main part of the section must not be so construed as to make the proviso thereto redundant.[2] Courts lean against regarding the words of a statute as otiose[3] or redundant.

Similarly, where the word "such" occurs in a section, it must not be ignored, but must be read as referring back to the proceeding provision.[4]. The principle against redundancy has been particularly applied where a court proceeding is involved.[5] Thus, if a statute provides that an order for committal must be made "in open court", the order must be made in actual court-room. Accordingly, an order made in adjoining room is void, even if that room is open to the public.[6].

7.8 Rule of literal construction

The rule that every word in a statute must be given meaning is, in its essence, an illustration or a specific application of the rule of literal construction. Thus, as has been said by Lord Parker, C.J., "the intention of Parliament must be deduced from the language used".[7]

7.9 The *Laghava* axiom and modern law

The *Laghava* axiom of the *Mimansa* system, in effect, discourages the addition of words to those used by the author of the *Sutra*. The various presumptions resorted to in modern interpretation are, in a sense, examples of the warning against the addition of words. For, most of these presumptions require that for placing a certain construction on a statute, there should be express words used. Two important examples of this approach may be cited.

(i) A statute ought not to be given retrospective effect, unless there are express words giving it such effect, or unless a construction giving such effect arises

1. Re King, deceased, (1963) Ch. 459: (1963) 1 All E.R. 781 (C.A.).
2. R. v. Leeds Prison (Governor) ex. p. Stafford, (1964) 2 Q.B. 625: (1964) 1 All E.R. 610.
3. Hoser v. Ministry of Housing, (1962) 3 All E.R. 945.
4. Ellis v. Ellis, (1962) 1 All E.R. 797.
5. Standard Pattern Co. Ltd. v. Ivey, (1962) 1 All E.R. 452.
6. Kenyon v. Eastwood, (1888) 57 L.J.Q.B. 455.
7. Casper v. Baldwin, (1965) 1 All E.R. 787.

by necessary implication[1]. As observed by Mr. Justice R.S. Wright,[2] "Perhaps no rule of construction is more firmly established than this - that a retrospective operation is not to be given to a statute so as to impair an existing right or obligation, otherwise than as regards matter of procedure, unless that effect cannot be avoided without doing violence to the language of the enactment. *Lex prospicit non respicit.* (Law looks forward not backward).

(ii) There is a presumption against alteration of the common law or existing law, except by express words. If the arguments are fairly evenly balanced, "that interpretation should be chosen which involves the least alteration of the existing law".[3]

7.10 The *Arthaikatva* maxim and modern law

The *Arthaikatva* axiom of *Mimansa* guards against attaching to a word double meaning. The modern law of interpretation may not have a principle exactly paralleling this axiom of the *Mimansa.* But the maxim Expressio unius exclusio *alterius* (mention of one word excludes others), which is well accepted, has substantially the same effect of preventing a wide meaning from being given to a word.[4]

7.11 The *Gunapradhana* axiom and modern law

According to the *Gunapradhana* axiom of *Mimansa,* the principal provision in a document prevails over a subordinate one, where the latter is inconsistent with the former. From modern law, one can cite at least two rules of law which adopt the same approach. First, in the law of property, it is well-recognised[5] that where interest in a property is transferred to a person absolutely, then words in the dispositive document, limiting the amplitude of that interest and restricting the enjoyment of the interest in all its fullness by the transferee, are generally void. Secondly, in the realm of interpretation of statutes, there is the rule that (in the absence of clear words) a proviso will not be so construed as to give it an effect that would cut down the powers given by the main section beyond what compliance with the proviso renders necessary.[6]

7.12 The *Samanjasya* maxim and modern law

The *Mimansa* doctrine of *Samanjasya* is aimed at promoting harmonious construction between apparently conflicting texts. It is, in a sense, an application of the *Sarthakya* maxim (every word to be given meaning). Modern law follows the same principle, in insisting that the court should endeavour to construe the

---

1. Yew Bon Tew v. Kenderaan Bas Maria, (1982) 3 All E.R. 833, 836.
2. Re Athulemney ex p. Wilson, (1898) 2 Q.B. 551, 552 (R.S. Wright, J.).
3. George Wimpey & Co. Ltd. v. B.O.A.C., (1955) A.C. 169, 191 (H.L.) (Lord Reid).
4. Aldrich v. Attorney General, (1968) 2 W.L.R. 413 (Ormrod, J.).
5. Sections 10 and 11, Transfer of Property Act, 1882.
6. Re Tabrisky ex p. Board of Trade, (1947) 2 All E.R. 182 (C.A.).

language of legislation in such a way as to ensure harmony[1]. The modern leaning against implied repeal is also an instance of the same approach.

7.13 The *Vikalpa* axiom and modern law

According to the *Vikalpa* maxim of *Mimansa*, where there is a real contradiction between two texts, either may be followed. This doctrine basically needs to be invoked where, by applying the axiom of *Samanjasya*, it is not possible to arrive at harmonious construction.

Here, the modern law adopts a slightly different approach. It does not allow the court an option. Rather, "the known rule is that the last must prevail".[2] Similarly, if a proviso directly contradicts the main section, the proviso must prevail, because "it speaks the last intention of the makers".[3] If no other method of reconciliation is possible, the court may adopt the principle that the enactment nearest the end of the instrument prevails.

7.14 Interpretation of contracts

This is the modern position regarding interpretation of statutes. As regards the interpretation of contracts and deeds, the modern law adopts a reverse principle. The earlier part overrides the subsequent part in such a document, if the two cannot be reconciled.

---

1. Maxwell, Interpretation of Statutes (1976) pages 187-193.
2. Wood v Riley, (1867) L.R. 3 C.P. 26, 27 (Keating, J.).
3. A.G.v. Chelsea Waterworks Co., (1731) Fitzg. 195. See also Piper v Harvey, (1958) 1 All E.R. 454.